

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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WINDWARD BORA LLC, :
:
Plaintiff, : 19-CV-4601 (RRM) (JO)
:
January 22, 2020
:
V. : Brooklyn, New York
:
VADIM BORODYANSKY, et al., :
:
Defendant. :
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TRANSCRIPT OF CIVIL CAUSE FOR STATUS CONFERENCE
BEFORE THE HONORABLE JAMES ORENSTEIN
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff: RAFI HASBANI, ESQ.

For the Defendant: CHRISTOPHER VILLANTI, ESQ.

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1 THE CLERK: Civil cause for pretrial
2 conference, Windward Bora LLC v. Borodyansky, et al.,
3 docket number 19-CV-4601.

4 Would you both please state your appearances
5 for the record, starting with the plaintiff.

6 MR. HASBANI: Good morning, your Honor.
7 Rafi Hasbani from Hasbani & Light, attorney for the
8 plaintiff.

9 THE COURT: Good morning.

10 MR. VILLANTI: Christopher Villanti, Petroff
11 Amshem LLP, for defendants Borodyansky and Rytova.

12 THE COURT: Good morning.

13 I have your letter from January 13th asking
14 to reopen discovery. I don't understand, you sent
15 discovery to the wrong address and then didn't follow
16 up for months?

17 MR. HASBANI: Well, we sent it and it didn't
18 come back to us for about a month and a half, so we
19 were under --

20 THE COURT: So all that time, you just
21 thought, it's overdue but --

22 MR. HASBANI: It wasn't overdue. They were
23 still within their time to repsond.

24 THE COURT: A month and a half later, they
25 were still within thirty days?

1 MR. HASBANI: Maybe a little bit -- it took
2 about -- just over -- sorry, not a month and a half.
3 We mailed it out on November 21st.

4 THE COURT: Whoa, wait, stop. You mailed it
5 out on November 21st?

6 MR. HASBANI: That was our deadline to serve
7 discovery.

8 THE COURT: All right, okay, November 21st.

9 MR. HASBANI: And it was returned by mail on
10 December 24th.

11 THE COURT: And all that time, you're not in
12 touch with them. And you didn't say, hey, where's your
13 discovery?

14 MR. VILLANTI: I didn't, your Honor. Just
15 speaking frankly, and I don't think my adversary would
16 disagree, in foreclosure, it's not that uncommon to not
17 do formal discovery, so I didn't really think anything
18 of the fact that -- especially from a bank to a
19 borrower, so I didn't think anything was out of the
20 ordinary when I didn't get any demands. I know I
21 served my demands on November 15th, including by email
22 and mail. So when I didn't get anything by email, I
23 assumed that they just weren't serving demands on me.

24 THE COURT: What do you need?

25 MR. HISBANI: Well, they're claiming that

1 they have this letter that accelerated the loan. We
2 don't have it.

3 MR. VILLANTI: As I indicated last time --

4 THE COURT: Just yes or no, do you have the
5 letter?

6 MR. VILLANTI: I don't have it right now,
7 although when I finally --

8 THE COURT: Not right now. How long --
9 you've been talking about or your clients have been
10 talking about this letter for a long time. Where is
11 it?

12 MR. VILLANTI: They don't have it. At least
13 I don't have it. If they do have it, they haven't
14 given it to me yet.

15 THE COURT: Call them up and find out where
16 it is.

17 MR. VILLANTI: I called them when we finally
18 did get the demands to say, we just got these, we need
19 to figure it out because, technically, discovery ends
20 in a week. By the time I got them and called them,
21 they were out of the country. They just returned
22 Monday night so they're now --

23 THE COURT: They didn't have phones where
24 they were.

25 MR. VILLANTI: No, they do, but they don't

1 have access to documents. I did call them while they
2 were --

3 THE COURT: Mr. Villanti -- I was about to
4 use a phrase I should not in a courtroom to describe
5 what that is. This issue has been with you for years.

6 MR. VILLANTI: Not for years.

7 THE COURT: How long?

8 MR. VILLANTI: For months, a couple of
9 months.

10 THE COURT: A couple of months? And in
11 state court, how long?

12 MR. VILLANTI: Also, it was filed in 2019.

13 THE COURT: How long ago in 2019?

14 MR. VILLANTI: I have a copy of the summons
15 and complaint.

16 THE COURT: But how long has it been since
17 your clients have said, we've got this letter?

18 MR. VILLANTI: I don't know the exact number
19 of months.

20 THE COURT: Did I ask you for the exact
21 number?

22 MR. VILLANTI: I'm not -- I'm not sure, your
23 Honor, when we filed it. It was definitely in 2019, I
24 just don't remember which month it was. I have a copy
25 of --

1 THE COURT: All that time, you've never
2 said, look, if we're going to rely on this, I need to
3 see it.

4 MR. VILLANTI: I absolutely said that. I
5 absolutely said that. And what I explained to them was
6 -- on a couple of occasions was, understand that --

7 THE COURT: Okay, let's do this.

8 MR. VILLANTI: Sorry.

9 THE COURT: He'll have it in his hands
10 tomorrow or it doesn't exist. Fair enough?

11 MR. VILLANTI: I suppose that's fair enough.
12 I'll call them when we get back to the office.

13 THE COURT: And you'll stipulate that you
14 can't -- it doesn't exist if you can't get it to him by
15 tomorrow.

16 MR. VILLANTI: I mean, if the Court orders
17 that, I'll obviously comply. I would prefer not to
18 stipulate to something like that but --

19 THE COURT: What's the date by which it will
20 be in his hands or you agree that it doesn't exist?

21 MR. VILLANTI: If I could get the normal
22 twenty days of discovery that I would normally get if
23 they had served timely.

24 THE COURT: You've had months. Come on,
25 seriously.

1 MR. VILLANTI: I understand that, your
2 Honor.

3 THE COURT: How long does it take your
4 clients to find it?

5 MR. VILLANTI: A week? Can you give me a
6 week?

7 THE COURT: Why? They either have it or
8 they don't.

9 MR. VILLANTI: I understand that, your
10 Honor. They're just getting back into the country.

11 THE COURT: Get them on the phone right now.

12 MR. VILLANTI: I don't have their number on
13 me, with me.

14 THE COURT: Are you kidding me?

15 MR. VILLANTI: I don't have their phone
16 number accessible to me in my cell phone right now.

17 THE COURT: Who does?

18 MR. VILLANTI: I could call my office.

19 THE COURT: Get it.

20 MR. VILLANTI: No problem. Should I step
21 out?

22 THE COURT: Do it here if you like. We're
23 not going to have this nonsense where you're pointing
24 at people that you can't reach to offer an excuse for a
25 document that they've been talking about for months.

1 MR. VILLANTI: Understood.

2 THE COURT: While he's calling, is there
3 anything else that you're looking for, or is it just
4 that?

5 MR. HASBANI: Mainly just that, your Honor.
6 The state action --

7 THE COURT: Anything else, you should have
8 taken care of.

9 (Mr. Villanti is calling his office.)

10 THE COURT: Let me make clear, Mr. Villanti,
11 you're free to stay here but also, if you wish to have
12 privacy, please use the conference room.

13 MR. VILLANTI: Sure, thank you, your Honor.

14 THE COURT: Any objection to me talking
15 settlement with Mr. Hasbani while you're doing that?

16 MR. VILLANTI: No, none whatsoever.

17 (Mr. Villanti exits the courtroom.)

18 THE COURT: All right, what do you really
19 want, Mr. Hasbani?

20 MR. HASBANI: Per my --

21 THE COURT: You're not getting what's in
22 your letter and that's clearly not where you would
23 settle. What's really going to settle it?

24 MR. HASBANI: I don't know if they're
25 looking to get a full (ui) payout and make a payment in

1 one shot or are they looking to modify?

2 THE COURT: Well, give me options. What
3 would you take?

4 MR. HASBANI: We're available -- we're open
5 to both.

6 THE COURT: Yes, I'm sure you are. Give me
7 the specifics.

8 MR. HASBANI: The current authority that we
9 have is what I've put in my letter.

10 THE COURT: But what's the real authority?
11 Come on.

12 MR. HASBANI: That is the real authority
13 that I have right now.

14 THE COURT: So about \$4,800 monthly over
15 five years, \$5,000 down payment. What does "cash for
16 keys" mean?

17 MR. HASBANI: Cash for keys would be, give
18 him money to move out of the property, a deed in lieu.

19 THE COURT: Say again?

20 MR. HASBANI: It's basically a deed in lieu.
21 We give them -- they forfeit the property --

22 THE COURT: Oh, I see.

23 MR. HASBANI: -- in total forgiveness of the
24 loan and we give them --

25 THE COURT: Okay, so that's a separate

1 option.

2 MR. HASBANI: Yeah.

3 THE COURT: Got it.

4 MR. HASBANI: We would give them \$10,000 and
5 moving costs.

6 THE COURT: Okay. The loan was originally
7 for how much, 400-some-odd?

8 MR. HASBANI: Yes. I can pull up the exact
9 amount.

10 THE COURT: And they've made payments or no?

11 MR. HASBANI: Payments were made.

12 THE COURT: How much have they paid
13 altogether so far?

14 MR. HASBANI: Just give me one second to
15 pull up the payment history. Towards the principal --

16 THE COURT: No. What have they paid?

17 MR. HASBANI: Oh, fully? I don't have that
18 information.

19 THE COURT: Why not? You don't have it,
20 okay?

21 MR. HASBANI: The loan has been in default
22 since --

23 THE COURT: How much have they paid in
24 principal so far?

25 MR. HASBANI: In principal, they've paid

1 roughly \$12,000.

2 THE COURT: Okay, because most of it has
3 been interest.

4 MR. HASBANI: Yes.

5 THE COURT: Any idea ball park how much
6 interest they've already paid you, not you but your
7 predecessor?

8 MR. HASBANI: No. I guess they were current
9 on the loan for about nine years.

10 THE COURT: Nine years? With a roughly
11 payment of what?

12 MR. HASBANI: I believe it was roughly
13 around \$2,500 or #3,000.

14 THE COURT: Okay, let's call it \$2,500. So
15 at that rate, they've already paid in \$270,000.

16 MR. HASBANI: Mm-hmm.

17 THE COURT: How much did your clients pay
18 for this asset?

19 MR. HASBANI: They never disclose that
20 information to the attorneys.

21 THE COURT: Find out. Call up and find out.

22 MR. HASBANI: I can get that information.

23 THE COURT: Yeah.

24 MR. HASBANI: But they usually never
25 disclose that to us.

1 THE COURT: Okay. I'll assume it's zero
2 unless you want to tell me otherwise. You're willing
3 to accept -- the original principal was how much?

4 MR. HASBANI: 408.

5 THE COURT: 408, but you're willing to
6 accept 469 after they've paid --

7 MR. HASBANI: Well, it's been accruing
8 interest, your Honor --

9 THE COURT: Yeah, I get it.

10 MR. HASBANI: -- for about seven years.

11 THE COURT: So you'll generously -- can I
12 speak in front of him or no?

13 MR. HASBANI: Sure.

14 THE COURT: You'll generously accept 469,000
15 to pay off a loan of 408,000, after they've already
16 paid about a quarter of a million dollars. And you
17 won't tell me what your client paid for the loan.

18 MR. HASBANI: I didn't say I wouldn't tell
19 you, I said I do not have that information.

20 THE COURT: Your client won't tell me.

21 MR. HASBANI: Okay.

22 THE COURT: If you want, go out and call
23 them and say, I want to know.

24 MR. HASBANI: Okay.

25 THE COURT: When is he going to have the

1 document?

2 MR. VILLANTI: If it's possible to give us
3 until the end of the week. Then at that point, if I
4 don't have it, I'll go by whatever they produce. They
5 produced -- I got their stuff yesterday. I haven't
6 fully looked through it. Just thumbing through before
7 we started here today, I saw for example a 2013 letter
8 that referenced the full charge-off. I saw a 2016
9 letter that references acceleration specifically. So I
10 need to look fully at what they produced and then other
11 than that --

12 THE COURT: You're going to rely on it's by
13 Friday or it doesn't exist.

14 MR. VILLANTI: I understand, your Honor.
15 Otherwise, we will absolutely be bound by whatever they
16 produce and what I have. If it's not six years before
17 this action, then we will withdraw that counterclaim.

18 THE COURT: What are you willing to do to
19 settle?

20 MR. VILLANTI: I spoke to Mr. Borodyansky
21 when he -- right before he got back into the country
22 actually. What I indicated in the letter that was
23 emailed to you is what he can do. If you're in
24 foreclosure, you basically settle one of two ways:
25 Either you fully pay off, which rarely happens.

1 THE COURT: Right.

2 MR. VILLANTI: Or reinstate, for example,
3 although I don't think that's ever -- I don't know what
4 the reinstatement figure even is. Otherwise, you do a
5 short payoff, where you pay less than what's fully owe
6 and that's accepted in full satisfaction, or you do a
7 modification. He's willing to do both. If he does a
8 modification, he said he can really only afford up to
9 \$1,700 a month. I don't know if that covers -- it's
10 not a huge loan but it's not insignificant. As far as
11 a short payoff, he basically said if he had to pay
12 today, he could do 60,000. If they gave him between
13 thirty to sixty days, he could get up to 120,000, and
14 that's what he can do.

15 THE COURT: All right, let's wait for him to
16 come back.

17 (Pause in proceedings.)

18 MR. VILLANTI: Your Honor, I'm sorry. With
19 regard to any -- going forward on discovery
20 specifically, the only thing I'm concerned about given
21 that I just got the responses yesterday is to the
22 extent that I feel that they're inadequate. For
23 example, I looked at --

24 THE COURT: If it's about discovery, let's
25 not talk ex parte.

1 MR. VILLANTI: Fair enough.

2 THE COURT: The offer you've described, the
3 short payout or the reinstatement, the restructuring,
4 they're not going to accept either of those numbers.
5 You know that, right?

6 MR. VILLANTI: I'm familiar with this
7 particular investor so I'm sure that they're not going
8 to accept it.

9 THE COURT: Do you want to talk about
10 something that they might accept or it's take it or
11 leave it?

12 MR. VILLANTI: It unfortunately has to be
13 that because it's not even a situation where that's the
14 starting figure and we can work up.

15 THE COURT: That's really it.

16 MR. VILLANTI: I asked him, what's the max
17 you could really do.

18 THE COURT: All right, so you're prepared to
19 walk out of here without a settlement.

20 MR. VILLANTI: I'd prefer not to but,
21 unfortunately, I have to, if that's the case.

22 THE COURT: All right.

23 (Pause in proceedings.)

24 MR. HASBANI: Your Honor, I'm sorry, if I
25 could just take my laptop and step out. My client is

1 trying to give me some information that I'm trying to
2 correspond with.

3 THE COURT: All right, how long do you need?

4 MR. HASBANI: Five minutes.

5 THE COURT: Take two.

6 MR. HASBANI: Thank you.

7 (Pause in proceedings.)

8 THE COURT: All right, what have you got?

9 MR. HASBANI: It was purchased in a pool so
10 I don't know the amount paid for the loan specifically.

11 THE COURT: So this is not about in any way
12 recouping what you've paid because you don't know or
13 your client doesn't know.

14 MR. HASBANI: There's a contract, your
15 Honor, which allows us to enforce the contract.

16 THE COURT: No, I get it. But in terms of
17 settlement, it has nothing to do with making sure you
18 get back what you paid. You just want to get every
19 penny you can, I get it.

20 MR. HASBANI: Nobody prepares a business
21 model based on breaking out even, your Honor. There's
22 overhead, there's time, all that's valuable.

23 THE COURT: And that's something you think
24 I'm not aware of. Okay, thank you. Anything else
25 you'd like to tell me that you think I don't know

1 because it sounds like there are pretty basic things
2 I'm not aware of.

3 MR. HASBANI: Just with regard to what I
4 stated before, I was off on the amounts paid. The
5 amounts paid were roughly about \$10,000 per year in
6 interest. So it was a period of about eight years, so
7 it was roughly between \$80,000 and \$100,000.

8 THE COURT: Guys, I get the feeling that
9 neither one of you is in a position to get to a point
10 where you're going to settle this case. Where are you
11 in talking to each other?

12 MR. HASBANI: Us as attorneys have been in
13 discussion, but considering that the defendants have
14 been out of the country, I guess, there hasn't been
15 significant talks with their attorney.

16 THE COURT: All right, but you are where
17 you're going to be?

18 MR. HASBANI: No, I definitely have some
19 wiggle room but at this point, I'd be bidding against
20 myself. I don't even know what they're interested in.

21 THE COURT: What are (ui).

22 MR. VILLANTI: So basically, what he
23 indicated to me was, if they went down the mod route,
24 it would be -- he couldn't do realistically probably
25 more than \$1,700 a month. If it was a short payoff, he

1 could do let's say -- if it was today, it could be 60
2 but if you gave him like thirty to sixty days, he could
3 to up to 120. That's the best he could do.

4 MR. HASBANI: Okay, I can relay those to my
5 client. These are the first counteroffers I'm hearing.
6 As far as we're aware, the property is worth about two
7 million dollars. There's another mortgage on it worth
8 about a million and change, so there's plenty of equity
9 in the property. I'll relay it to my client and as
10 soon as I hear back, I'll relay whatever counteroffer
11 that my client might have to counsel.

12 THE COURT: They're available right now,
13 right?

14 MR. HASBANI: Correct.

15 THE COURT: Okay, so let's go.

16 MR. HASBANI: Okay.

17 (Pause in proceedings.)

18 MR. HASBANI: With regard to this kind of
19 payout, I think we're just way too far apart. However,
20 with regard to the monthly payments, we can do
21 something somewhere in the realm of \$2,500 a month with
22 an initial down payment of \$5,000, five years payments
23 of interest only with a balloon payment at maturity.

24 MR. VILLANTI: I mean, I can talk to my
25 client. I'm pretty certain that he's not going to be

1 interested in an interest-only mod where he's going to
2 pay them tens of thousands of dollars for just interest
3 on the loan.

4 THE COURT: Right, to stay in the house.

5 MR. VILLANTI: Basically. It doesn't -- it
6 wouldn't affect the principal balance at all. I
7 suppose the hope would be that at the end of five
8 years, he would then refinance, because it's a balloon
9 at the end. So it's just taking -- it's paying them up
10 to let's say -- I don't know from doing the math
11 quickly in my head but \$90,000 on the hope that he can
12 refinance in five years?

13 THE COURT: They're basically saying they
14 will rent you the house for \$2,500 a month.

15 MR. VILLANTI: Like I said, I'm happy to
16 call him but I'm pretty certain I already know what the
17 answer is.

18 THE COURT: Okay. Look, if you think we're
19 getting nowhere, that's fine. You don't have to
20 settle.

21 MR. VILLANTI: That's fine.

22 THE COURT: Okay, so --

23 MR. HASBANI: I do believe based on my
24 client's notes that the defendants at one point when
25 the demand letters were sent out, that they reached out

1 to the servicer and discussed possible reinstatement.
2 I mean, that's also an option.

3 MR. VILLANTI: I don't have the
4 reinstatement figures.

5 MR. HASBANI: I know I have them somewhere.
6 Reinstatement is approximately \$285,000.

7 MR. VILLANTI: Again, I'm happy to call him
8 but, again, if the most he can do in sixty days on a
9 payoff would be 120, I don't see how he could come up
10 with 280 to do a reinstatement.

11 THE COURT: Look, you guys keep talking to
12 each other but I just think -- you're saying he can't
13 do and you're saying that --

14 MR. VILLANTI: He can't take less.

15 THE COURT: Not that they can't and that's
16 the thing. We don't know if they paid anything
17 specifically for this but they don't care about -- they
18 just don't care if your guy is out on the street, they
19 want a certain amount of money. Okay, that's their
20 right.

21 Let's talk about discovery. You're going to
22 give him whatever he is going to get by Friday and
23 you're going to be bound by that in terms of your
24 counterclaim.

25 MR. VILLANTI: I told him to give me

1 everything he has by Friday.

2 THE COURT: Anything you're missing from the
3 plaintiff?

4 MR. VILLANTI: Like I said, I have to review
5 everything. I think there might be some -- only
6 because for example, I asked for all correspondence
7 between plaintiff and its predecessors and my clients,
8 and I got like ten letters from 2013. This is a 2004
9 loan and there are no mortgage statements, there's no
10 anything else but like a few letters from 2013.

11 And also, for payment history, the only
12 payment history I got was the last few months that
13 they've had the loan but not the whole course of the
14 loan. Just grazing through it today because like I
15 said, I got it yesterday, I noticed those things were
16 missing, so I assume there's going to be at least
17 those.

18 MR. HASBANI: I can request --

19 THE COURT: Why doesn't he have that
20 already?

21 MR. HASBANI: This is what I have in my
22 possession currently.

23 THE COURT: Obviously, that's not the
24 question. Your responsibility to provide discovery on
25 behalf of your client is not limited to what you carry

1 around in your pocket. Why has your client not
2 provided everything responsive to the requests?

3 MR. HASBANI: We've provided everything
4 we've received from our predecessors and we have
5 requested additional documents, if they're out there.
6 Also, a lot of the documents that are being requested
7 are within the possession of the defendant. I mean,
8 monthly invoice statements have been sent to them over
9 the course of the loan.

10 THE COURT: And you know that that's not an
11 excuse for fulfilling your obligations. Look, you
12 don't just get to say, well, whatever we can get from
13 our predecessors. This is your loan you're suing on.

14 MR. HASBANI: Correct.

15 THE COURT: Get him everything from your
16 client, from the predecessors, by Friday or you're
17 precluded.

18 MR. HASBANI: Okay. If I can have some more
19 time --

20 THE COURT: Why?

21 MR. HASBANI: It's going to be difficult
22 to --

23 THE COURT: Yeah, it's difficult to do that
24 in a couple of days. Why haven't you done what your
25 client is supposed to do?

1 MR. HASBANI: We've been working --

2 THE COURT: You're telling them to do what
3 they're supposed to do. Why don't you have the same
4 obligation?

5 MR. HASBANI: I have agreed to give him
6 until February 7th to respond. I mean, those were the
7 dates that we both agreed upon. It's been a court-
8 imposed deadline for Friday, which I haven't objected
9 to or agreed to. But if I'm going to be bound by the
10 same deadline, it's going to be practically impossible
11 for me to get more than what I already have by Friday.

12 THE COURT: It's practically impossible to
13 get it in two days. You still haven't explained to me
14 why, in all these months that you've been prepared the
15 case, you haven't made sure that your client produces
16 what its required to produce. You know what's going to
17 be needed.

18 MR. HASBANI: We've reached out -- we've
19 reached out to the prior servicers.

20 THE COURT: Have you issued a subpoena?

21 MR. HASBANI: We are in the process of that,
22 issuing a subpoena to --

23 THE COURT: So the answer is no, you have
24 not.

25 MR. HASBANI: No, we have not.

1 THE COURT: Why?

2 MR. HASBANI: Because they just got back to
3 us on --

4 THE COURT: What does it matter? Look, you
5 never know if they're going to do it voluntarily or
6 not. You have legal compulsion at your disposal. Why
7 don't you use it?

8 MR. HASBANI: Because they tend to do it
9 voluntarily considering it's our loan at this point.
10 However --

11 THE COURT: February 7th, both sides, not a
12 day more. You're precluded for anything that you don't
13 produce. If you're hampered by something to prove your
14 case that the other side doesn't produce, come back to
15 me and I'll come up with an appropriate remedial
16 measure.

17 Guys, if you're going to have further cases
18 here, don't take it upon yourselves to decide which
19 deadlines you're going to comply with and which you're
20 going to blow off. Got it?

21 MR. HASBANI: Yes.

22 THE COURT: Give me a status report by
23 February 8th, meaning you'll have everything by February
24 7th -- I'm sorry, February 8th is a Saturday, February
25 10th. You'll have it by February 7th, you'll review it

1 quickly, you'll let me know if you've got what you need
2 or not. Anything else for today?

3 MR. HASBANI: No.

4 THE COURT: And there are not going to be
5 any motions, right?

6 MR. VILLANTI: I assume eventually --

7 MR. HASBANI: Summary judgment.

8 MR. VILLANTI: -- you're going to want to
9 move for summary judgment.

10 THE COURT: But haven't you already missed
11 the deadline or aren't you going to?

12 MR. VILLANTI: I believe the deadline is
13 February 5th, if I'm not mistaken.

14 THE COURT: Right, and you're not going to
15 have your full record by then. So why are you going to
16 bother with motion practice if you don't have a record
17 on which you can make a motion?

18 MR. VILLANTI: I certainly doubt, especially
19 if we don't have the acceleration letter, that we're
20 going to move for summary judgment.

21 THE COURT: Right.

22 And you're not going to if you don't have a
23 full record, right, or if you haven't provided full
24 discovery?

25 MR. HASBANI: I hope to have provided full

1 discovery by then, and then move for summary judgment
2 based on what I've provided.

3 THE COURT: By when? You just said February
4 7th so you're planning to get past that deadline.

5 MR. HASBANI: Correct.

6 THE COURT: All right. Look, if you've got
7 a record by which you can -- on which you can,
8 consistent with Rule 11, make a motion for summary
9 judgment or start that process by February 5th, I can't
10 stop you, but I'm not extending that deadline because
11 nobody really benefits from that.

12 Anything else for today?

13 MR. HASBANI: No.

14 THE COURT: I'm sorry, one other thing.
15 When is your joint pretrial order due? I just want to
16 make sure you get that in on time.

17 MR. VILLANTI: That would be March 9th, your
18 Honor.

19 THE COURT: March 9th, okay. So you'll get
20 that in by then. All right, thank you folks.

21 MR. VILLANTI: Thank you, your Honor.

22 MR. HASBANI: Thank you, your Honor.

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18 I certify that the foregoing is a correct
19 transcript from the electronic sound recording of the
20 proceedings in the above-entitled matter.
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25 ELIZABETH BARRON

February 20, 2020